	NT OF SOLICITAT						1. CONTRACT ID CO 08		PAGE OF PAGES 1 2		
35 3. EFFECTIVE DATE 35 SFP 2.0 2004						REQUISITION/PURCHASE REQ. NO.     See Page 1a      PROJECT NO. (If a					
6. ISSUED BY	CC		S22-P/MCE	· <del>· · · · · · · · · · · · · · · · · · </del>	7. ADMIN	ISTERE	D BY (If other than Iter	n 6)	CODE		
George National	ment Office C. Marshall Space Aeronautics and S	Flight Copace Ac	enter Iministration		ì	FC Ad -544-6	m: PS22-P/Car 3710	ol Ter	rell		
Marshall	Space Flight Center	er, AL 3	5812		AUTO	DMATED	INVOICE PAYMENT	INFORM	ATION: (256) 544-5566		
8. NAME AND A	DDRESS OF CONTRACTO	OR (No., st	reet, county, State,	and Zip Code)	(4)		9A. AMENDMENT O	SOLICI	TATION NO.		
	l Research, Inc. ana Blvd SW					F	9B. DATED (SEE ITE	M 11)			
Huntsville	e, AL 35805						10A. MODIFICATION	OF CON	TRACT/ORDER NO.		
	-,				X		NAS8-02047	7			
							10B. DATED (SEE ITEM 13)				
	279	CAGE C					02/15/02				
11. THIS IT	EM ONLY APPLIE	S TO A	MENDMENTS	OF SOLIC	ITATIONS						
Offers must acknowledge (a) By completing separate letter or PLACE DESIGNA amendment you cand this amendment	telegram which includes a I	ing or reference to OF OFFER ready submathe openin	or to the hour and d copies of the amend of the solicitation and S PRIOR TO THE I itted, such change g hour and date spe	ate specified in to dment; (b) By ack d amendment nu HOUR AND DAT may be made by	he solicitation or knowledging recombers. FAILUR E SPECIFIED M	eipt of th E OF YOMAY RES	nded, by one of the foll is amendment on each DUR ACKNOWLEDGE SULT IN REJECTION (	owing me copy of MENT TO OF YOUR	the offer submitted; or (c) By		
See Page		DATA (II IE	·quireu)								
	PPLIES ONLY TO MODIFI	CATIONS	OF CONTRACTS/C	RDERS.	<del></del>						
ורייידו <u>ו</u> FIES THE	CONTRACT/ORDER NO.	AS DESC	RIBED IN ITEM 14.	·			·				
A. THIS ITEM 10		JED PURS	JANT TO: (Specify	authority) THE	CHANGES SET	FORTH	I IN ITEM 14 ARE MAD	E IN TH	E CONTRACT ORDER NO. IN		
date, etc	.) SET FORTH IN ITEM 14,	PURSUA	NT TO THE AUTHO	RITY OF FAR 4	3.103(b) AND C				paying office, appropriation 04.		
X 52 claus	S SUPPLEMENTAL AGREE .243-2 and Muti Se. (Specify type of modification	ual Ag	reement be			es an	d the "Limit	ation	ı of Funds"		
01712.0	(Specify)	, 4,,4 44,,74									
	T: Contractor is not										
14. DESCRIPTI	ON OF AMENDMENTAMOL	JIFICATIOI	(Organized by OC	or section neadir.	igs, including so	ncitation	contract subject matte	witere	sasible.)		
	Negotiated Prov.  Est. Cost Est. Cost	Total Est. Cos		Contract Value	Incentive Fee Available		ntive Unearned	÷	1 Sum		
Previous	\$23,025,973 \$ -0-	\$23,025,	_	\$24,043,216	\$388,575		25,448 \$3,220		017,738.92		
This Mod					(181,098) 181,098 -0- 6,581,00 \$207,477 \$806,546 \$3,220 \$24,024,319.92						
	, ,	. ,,	,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	I		,	:			
	e 2 for description. ed Fee is lost and tl	herefore	has not been	added into	the Contra	ct Val	ue amount abov	e The	e original		
contract	value has been red	uced by	this amount i	in total to re	flect the cor	ntract	value as stated	above.			
15A. NAME AND	I herein, all terms and condi FITLE OF SIGNER (Type of	r print)	document reference	eu in item 9A or	16A. NAME A	AND TIT	ged, remains unchange LE OF CONTRACTING	OFFICE	ER (Type or print)		
					Monica C						
15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED					16B. UNITED STATES OF AMERICA 16C. DATE SIGNED						
of nerve	n authorized to sign)				BY ORIGI		SIGNED BY	4 65	SEP 2 0 2004		
0 perso			30.105		( (Orginature of t	- Contracti		DADD	EOPM 20 (Pov. 10.83)		

NAS8-02047 Modification No. 35 Page 1a

<u>DCN</u>	Appropriation	Amount
4200085783	62-SAEX22004D-62TD02POOL-62-TD	\$5,000
	62-800-52-08-SAT292003D-62TD05	1,581
	Total Obligations	\$6.581

NAS8-02047 Modification No. 35 Page 1 of 2

This modification is issued pursuant to Clause B.2 ESTIMATED COST AND CONTRACT FEES and the "Limitation of Funds" clause.

The purpose of this modification is to reduce incentive fee available and increase incentive fee earned (Mission Schedule \$174,036 plus IDIQ Schedule \$7,062 equals \$181,098) for the period of February 15, 2004 through August 14, 2004 and to provide incremental funding pursuant to the "Limitation of Funds Clause" and the Contractor's letter dated September 17, 2004 in the amount of \$6,581.00. Additionally this modification corrects an administrative error in Clause B.2, Paragraph b. The foregoing action is further implemented by the inclusion of the following changes:

Clause B.2, <u>ESTIMATED COST AND CONTRACT FEES</u>, is hereby deleted in its entirety and the revised Clause B.2, shown on enclosed replacement pages B-1 and B-2 is substituted in lieu thereof. A vertical line in the right-hand margin indicates the specific area(s) of change.

Clause B.5, <u>CONTRACT FUNDING (1852.232-91 (JUN 1990)</u>, is hereby deleted in its entirety and the revised Clause B.5, shown on enclosed replacement pages B-5 is substituted in lieu thereof. A vertical line in the right-hand margin indicates the specific area(s) of change.

<sup>----</sup>l other terms and conditions remain unchanged and in full force and effect.

#### SECTION B

#### SUPPLIES OR SERVICES AND PRICES/COSTS

## B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED

- (a) The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the services delineated in the Performance Work Statement (PWS) in attachment J-1.
- (b) The services will be procured under two separate schedules, Mission and Indefinite Delivery/Indefinite Quantity (IDIQ). The contract and supporting data are organized accordingly. Both schedules are being procured on a cost-plus-incentive-fee basis.
- (1) <u>Mission Schedule</u> will be used to procure services identified in Work Breakdown Structure (WBS) 1.0-10.3 of the PWS on a mission basis. In addition, this schedule will be used to procure all project management and administrative resources necessary to manage both the Mission and IDIQ contract schedules.
- (2) <u>IDIO Schedule</u> will be used to procure those services rentified in WBS 11.0 of the PWS that cannot be sufficiently identified, predetermined or quantified in advance with an estimated value of \$25,000 or greater per task. Project management and administrative support resources necessary to support these tasks will be procured under the Mission Schedule.

(End of clause)

#### B.2 ESTIMATED COST AND CONTRACT FEES

(a) The total estimated cost and fees for the performance of this contract are as follows. Offerors are cautioned to include phase-in costs/fee in the base year value.

Contract Year	Schedule	Period Covered	Es	t. Cost	Provisional Est. Cost	Minimum Incentive Fee	Maximum Incentive Fee	 l Value
Base Year	(A) Mission	02/15/02-2/14/03	\$	6,770,675	0	0	\$ 266,693	\$ 7,037,368
Base Year	(B) Schedule	02/15/02-2/14/03	\$	264,304	0	0	\$ 15,858	\$ 280,162
Option Yr. 1	(A) Mission	02/15/03-2/14/04	\$	7,810,268	0	0	\$ 343,754	\$ 8,154,022
Option Yr. 1	(B) Schedule	02/15/03-2/14/04	\$	39,376	0	0	\$ 2,363	\$ 41,739
Option Yr. 2	(A) Mission	02/15/04-2/14/05	\$	7,466,278	0	0	\$ 348,071	\$ 7,814,349
Option Yr. 2	(B) Schedule	02/15/04-2/14/05	\$	675,072	0	0	\$ 40,504	\$ 715,576

ion Yr. 3	(A) Mission	02/15/05-2/14/06	\$ 6,830,018	0	0	\$ 310,438	\$ 7,140,456
∪ption Yr. 3	(B) Schedule	02/15/05-2/14/06	\$ 100,000	0	0	\$ 6,000	\$ 106,000
Option Yr. 4	(A) Mission	02/15/06-2/14/07	\$ 6,963,504	0	0	\$ 318,985	\$ 7,282,489
Option Yr.4	(B) Schedule	02/15/06-2/14/07	\$ 100,000	0	0	\$ 6,000	\$ 106,000

(b) The total incentive fee earned during the performance of this contract is as follows:

			Maximum	Incentive	Unearned. Incentive
Contract Voor		Period Covered	Available Incentive	Fee Earned	Fee Earned
Contract Year	Schedule	Period Covered	Fee	ree Lallieu	ree Larned
Base Year	(A) Mission	02/15/02-08/14/02	\$130,065	\$127,464	\$2,601
base rear	(A) MISSION	08/15/02-08/14/03	\$136,628	\$136,628	\$ -0-
Daga Vann	(D) TDTO		\$ -0-	\$ -0-	\$ -0-
Base Year	(B) IDIQ	02/15/02-08/14/02	•		•
		08/15/02-02/14/03	\$15,858	\$15,239	\$619
Option Yr. 1	(A) Mission	02/15/03-08/14/03	\$139,652	\$139,652	\$ -0-
		08/15/03-02/14/04	\$204,102	\$204,102	\$ -0-
Option Yr. 1	(B) IDIQ	02/15/03-08/14/03	\$ -0-	\$ -0-	\$ -0-
· · · · · · · · · · · · · · · · · · ·		08/15/03-02/14/04	\$ 2,363	\$2,363	\$ -0-
Option Yr. 2	(A) Mission	02/15/04-08/14/04	\$174,036	\$174,036	\$ -0-
		08/15/04-02/14/05	\$174,035		
Option Yr. 2	(B) IDIQ	02/15/04-08/14/04	\$ 7,062	\$7,062	\$ -0-
		08/15/04-02/14/05	\$ 30,148		
∩tion Yr. 3	(A) Mission	02/15/05-08/14/05	\$155,219		
		08/15/05-02/14/06	\$155,219		
ion Yr. 3	(B) IDIQ	02/15/05-08/14/05	\$ 3,000		
		08/15/05-02/14/06	\$ 3,000		
Option Yr. 4	(A) Mission	02/15/06-08/14/06	\$159,493		
		08/15/06-02/14/07	\$159,492		
Option Yr. 4	(B) IDIQ	02/15/06-08/14/06	\$ 3,000		
- -		08/15/06-02/14/07	\$ 3,000		

(End of clause)

# B.3 <u>INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) SCHEDULE AND ORDERING PROCEDURES</u>

- (a) The Government requires the performance of the effort within the quantities set forth in paragraph (b) below on an IDIQ basis during the performance of this contract. These services will be ordered through the issuance of Task Orders (see Clause G.4), individually priced, and shall contain separate schedule and cost incentives to be used to evaluate performance and determine the amount of fee earned. The IDIQ schedule will be used for tasks with an estimated value of \$25,000 or greater per task as described in section 11.0 of the PWS.
- (b) In the event that the Government does not order the "minimum quantity" specified below during the applicable contract year, a Government's maximum obligation under this

available for the applicable contract year. In the event that the actual incentive fee earned is less than the provisional payment made, the Contractor shall submit to the Government, a credit voucher for the amount of such overpayment. At the Contracting Officer's discretion, should the determined estimate-at-completion (EAC) exceed the total contract value, provisional payment of cost incentive fee may be reduced or terminated.

(c) The Contracting Officer is the determining official for the amount of incentive fee that is earned.

(End of clause)

# B.5 <u>CONTRACT FUNDING (1852.232-91 (JUN 1990)</u>

- (a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$23,007,076.92. This allotment is for Customer and Employee Relations (CaER) Directorate Support Services and covers the following estimated period of performance: February 15, 2002 through February 12, 2005.
  - (b) An additional amount of \$1,017,243 is obligated under this \_\_itract for payment of fee.
    - (c) Recapitulation of funding is as follows:

	Previous	This Action	<u>Total</u>
Estimated Cost	\$23,000,495.92	\$ 6,581.00	\$23,007,076.92
Provisional Incentive Fee	391,795.00	-0-	391,795.00
Incentive Fee Earned	625,448.00	-0-	625,448.00
Total Sum Allotted	\$24,017,738.92	\$ 6,581.00	\$24,024,319.92

(End of clause)

### B.6 <u>PREMIUM FOR SCHEDULED OVERTIME</u> (MSFC 52.222-93) (AUG 1988)

Pursuant to the clause entitled "Payment for Overtime Premiums," the amount of overtime premium authorized shall not exceed the amount specified below for the indicated period.

<u>Period</u> Amount